

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bankruptcy Order Approving Sale of Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Footill Capital Corporation		12/17/1997	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Diversified Products Corporation
<b>Street Address:</b>	267 Hwy. 74 North, Suite 5
<b>Internal Address:</b>	c/o RDM Sports Group, Inc.
<b>City:</b>	Peachtree City
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30269
<b>Entity Type:</b>	CORPORATION: ALABAMA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1540673	AIR GOMETER
Registration Number:	1278109	DP FIT FOR LIFE
Registration Number:	1296427	DP FIT FOR LIFE

**CORRESPONDENCE DATA**

Fax Number: (303)629-3450  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-629-3400  
 Email: osman.lisa@dorsey.com  
 Correspondent Name: Dorsey & Whitney LLP  
 Address Line 1: 370 Seventeenth Street, Suite 4700  
 Address Line 2: Lisa A. Osman  
 Address Line 4: Denver, COLORADO 80202-5647

<b>ATTORNEY DOCKET NUMBER:</b>	M10770US ~ 461066-2503
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**CH \$90.00 1540673**

NAME OF SUBMITTER:	Lisa A. Osman
Signature:	/LAO 3463/
Date:	12/03/2007

**Total Attachments: 17**

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

ENTERED ON DOCS  
DEC 17 1997  
D. DA [Signature]

-----X  
:  
In re :  
:  
RDM SPORTS GROUP, INC., et al. : Case Nos. 97-12788  
:  
Debtors. : through 97-12796  
:  
: Jointly Administered  
:  
: Under Case No. 97-12788  
:  
: Chapter 11  
-----X

ORDER UNDER 11 U.S.C. §§ 105 AND 363 APPROVING  
(i) ASSET PURCHASE AGREEMENT, AND (ii) SALE FREE AND  
CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES

Upon the motion of above-captioned debtors (the "Debtors"), as debtors-in-possession, dated November 26, 1997 (the "Motion"), for an order (the "Sale Order") under 11 U.S.C. §§ 105 and 363 authorizing the Debtors to sell to Corporate Assets, Inc. ("CAI") certain assets of the Debtors' "DP Fitness" Division (as defined in the Asset Purchase Agreement (as defined below), the "Assets") free and clear of all liens, claims, interests and encumbrances; and

Upon this Court's order, dated November 26, 1997 (the "Scheduling Order"), scheduling a hearing with respect to the sale of the Assets; and

Due notice of the proposed sale, the Scheduling Order, and the Hearing (as defined below) having been given to all parties entitled thereto under the Court's Order Setting Motion Procedure, dated November 7, 1997; and

A hearing having been held before this Court on December 17, 1997 to consider sales of the Assets (the "Hearing"), at which time all parties in interest were afforded an opportunity to be heard; and

[Handwritten signature]

The Court having considered competing offers submitted at the Hearing (as defined below) ("Competitive Bids"); and

The Court having determined at the Hearing that the bid submitted by FF Acquisition Corp., through its affiliate, Ccrberus Partners, L.P., was the highest and best bid for the Assets;

NOW, THEREFORE, based upon the entire record of the Hearing and these cases; and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>1</sup>

1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1134.
2. Venue of this case in this district is proper pursuant to 28 U.S.C. § 1409(a).
3. Determination of the Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are sections 105 and 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* as amended (the "Bankruptcy Code"), and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002 and 6004.
4. The Debtors have followed the procedures for giving notice of the Motion and the Hearing on the sale of the Assets as set forth in the Scheduling Order and this Court's Order Limiting Notice entered September 3, 1997.

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<sup>1</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

5. Proper, timely, adequate and sufficient notice of the Motion, the Hearing and the sale of the Assets has been provided in accordance with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004 and the Scheduling Order, and no other or further notice of the Motion, the Hearing, or of the entry of this Sale Order is required.

6. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, including (a) all parties who claim interests in or liens upon the Assets, (b) the Debtors' creditors, (c) the Official Committee of Unsecured Creditors (the "Committee"), (d) the Official Bondholders' Committee (the "Bondholders' Committee"), (e) the United States Trustee and (f) all other entities filing a written request for notices in these cases.

7. It is uncontroverted that (a) RDM Holdings, Inc. (the "Parent") and Sports Group, Inc. (the "Seller") have full corporate power and authority to execute the Asset Purchase Agreement by and among the Parent, the Seller and FF Acquisition Corp. (the "Purchaser"), dated as of December 17, 1997 (the "Asset Purchase Agreement"), a copy of which is annexed at Exhibit A hereto, and all other documents contemplated thereby, and the sale of the Assets by the Parent and the Seller has been duly and validly authorized by all necessary corporate action of the Parent and the Seller, (b) the Parent and the Seller have all the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement and (c) no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Parent and the Seller to consummate such transactions.

8. The sale of the Assets reflects the exercise of the Debtors' sound business judgment. The sale of the Assets is further justified by the compelling circumstances described

in the Motion and by the evidence and argument of counsel for the parties-in-interest presented at the hearing.

9. Approval of the Asset Purchase Agreement and consummation of the sale of the Assets at this time are in the best interests of the Debtors, their creditors and the Debtors' estates. The Court finds that the Debtors have articulated good and sufficient business justification for the sale of the Assets pursuant to section 363(b) of the Bankruptcy Code outside of a plan of reorganization, in that, among other things:

a. In the absence of a prompt sale of the Assets, their value will steadily decline because the Debtors lack sufficient cash and debtor-in-possession financing to continue their business operations to sustain the value of the Assets;

b. Sale of the Assets pursuant to the Asset Purchase Agreement and section 363(b) is likely to produce a greater return to creditors in the Debtors' cases than if the Assets were sold in connection with a plan of reorganization, because the unavoidable delay required to confirm a plan would deprive the Debtors' estates of the opportunity to realize the maximum value of the Assets available through an immediate sale;

c. Sale of the Assets at this time will result in the highest possible sale price; and

d. Unless the sale of the Assets is concluded expeditiously as provided for in the Motion and under the Asset Purchase Agreement, (i) the value of the Assets will decline precipitously and (ii) the Debtors, their estates and their creditors may realize substantially less value for the Assets.

10. The terms and conditions of the Asset Purchase Agreement are fair and reasonable. The Asset Purchase Agreement represents the highest and best offer for the Assets;

the Purchase Price under the Asset Purchase Agreement is fair and reasonable, and constitutes reasonably equivalent value under the Bankruptcy Code and Georgia law.

11. The Asset Purchase Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith, and from arm's length bargaining positions. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code.

12. In the absence of a stay pending appeal, the Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order.

13. The transfer of the Assets pursuant to the Asset Purchase Agreement and this Sale Order (a) is or will be a legal, valid and effective transfer of property of the Debtors' estates to the Purchaser, and (b) vests or will vest the Purchaser with all right, title, and interest of the Debtors in and to the Assets free and clear of all liens, claims, interests, and encumbrances under section 363(f) of the Bankruptcy Code, as and to the extent provided in the Asset Purchase Agreement.

14. The transfer of the Assets do not and will not subject the Purchaser to any liability for claims against the Debtors by reason of such transfer under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions, except as expressly set forth in the Asset Purchase Agreement.

15. All of the provisions of this Sale Order are nonseverable and mutually dependent.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion be, and it hereby is, granted, except that the Parent and the Seller are not authorized to enter into the Agreement (as defined in the Motion), but are instead authorized and directed to enter into the Asset Purchase Agreement.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or satisfied by an express provision of this Sale Order, and all reservations of rights included therein, are overruled on the merits.

3. The terms and conditions of the Asset Purchase Agreement annexed at Exhibit A hereto are hereby approved in all respects, and the sale of the Assets pursuant to the Asset Purchase Agreement is hereby authorized under section 363(b) of the Bankruptcy Code.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are hereby authorized, directed and empowered to fully perform under, consummate and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Assets, or as may be necessary or appropriate to the performance of the obligations and transactions contemplated by the Asset Purchase Agreement.

5. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, as and to the extent provided in the Asset Purchase Agreement, the Assets shall be transferred to the



Purchaser and upon the closing under the Asset Purchase Agreement shall be free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (the foregoing collectively referred to as "Liens" herein) and all debts arising in any way in connection with any acts of any Debtor, claims (as that term is defined in the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (the foregoing collectively referred to as "Claims" herein), with all such Liens and Claims, to the extent not paid at closing, to attach to the purchase price paid under the Asset Purchase Agreement in the order of their priority, with the same validity, force and effect which they now have as against the Assets.

6. Except as expressly permitted by the Asset Purchase Agreement, all persons and entities holding Liens or Claims of any kind and nature with respect to the Assets hereby are barred from asserting such Liens and Claims of any kind and nature against the Purchaser, its successors or assigns, or the Assets.

7. EXCEPT AS PROVIDED IN THE ASSET PURCHASE AGREEMENT, THE PURCHASER IS NOT ASSUMING NOR SHALL IT IN ANY WAY WHATSOEVER BE LIABLE OR RESPONSIBLE, AS A SUCCESSOR OR OTHERWISE, FOR ANY LIABILITIES, DEBTS OR OBLIGATIONS OF ANY DEBTOR OR ANY LIABILITIES, DEBTS OR OBLIGATIONS IN ANY WAY WHATSOEVER RELATING TO OR ARISING FROM THE OPERATION OF ANY DEBTOR'S ASSETS PRIOR TO CLOSING OR ANY

LIABILITIES CALCULABLE BY REFERENCE TO ANY DEBTOR OR ITS ASSETS OR OPERATIONS, OR RELATING TO CONTINUING CONDITIONS EXISTING ON OR PRIOR TO CLOSING, WHICH LIABILITIES, DEBTS AND OBLIGATIONS ARE HEREBY EXTINGUISHED INsofar AS THEY MAY GIVE RISE TO SUCCESSOR LIABILITY, WITHOUT REGARD TO WHETHER THE CLAIMANT ASSERTING ANY SUCH LIABILITIES, DEBTS OR OBLIGATIONS HAS DELIVERED TO THE PURCHASER A RELEASE THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS PROVIDED IN THE ASSET PURCHASE AGREEMENT, THE PURCHASER SHALL NOT BE LIABLE OR RESPONSIBLE, AS A SUCCESSOR OR OTHERWISE, FOR ANY DEBTOR'S LIABILITIES, DEBTS OR OBLIGATIONS, WHETHER CALCULABLE BY REFERENCE TO ANY DEBTOR OR ITS OPERATIONS, OR UNDER OR IN CONNECTION WITH (I) ANY EMPLOYMENT OR LABOR AGREEMENTS, (II) ANY PENSION, WELFARE, COMPENSATION OR OTHER EMPLOYEE BENEFIT PLANS, AGREEMENTS, PRACTICES AND PROGRAMS, INCLUDING WITHOUT LIMITATION, ANY PENSION PLAN OF ANY DEBTOR, (III) THE CESSATION OF ANY DEBTOR'S OPERATIONS, DISMISSAL OF EMPLOYEES, OR TERMINATION OF EMPLOYMENT OR LABOR AGREEMENTS OR PENSION, WELFARE, COMPENSATION OR OTHER EMPLOYEE BENEFIT PLANS, AGREEMENTS, PRACTICES AND PROGRAMS, OBLIGATIONS WHICH MIGHT OTHERWISE ARISE OR PURSUANT TO EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, FAIR LABOR STANDARDS ACT, TITLE VII OF CIVIL RIGHTS ACT OF 1964, THE AGE DISCRIMINATION AND EMPLOYMENT ACT OF 1967, FEDERAL REHABILITATION ACT OF 1973, NATIONAL LABOR RELATIONS ACT, OR CONSOLIDATED OMNIBUS

BUDGET RECONCILIATION ACT OF 1985, (IV) WORKMEN'S COMPENSATION, OCCUPATIONAL DISEASE OR UNEMPLOYMENT OR TEMPORARY DISABILITY INSURANCE CLAIMS, (V) ENVIRONMENTAL LIABILITIES, DEBTS, CLAIMS OR OBLIGATIONS ARISING FROM CONDITIONS FIRST EXISTING ON OR PRIOR TO CLOSING (INCLUDING WITHOUT LIMITATION THE PRESENCE OF HAZARDOUS, TOXIC, POLLUTING, OR CONTAMINATING SUBSTANCES OR WASTES) WHICH MAY BE ASSERTED ON ANY BASIS, INCLUDING WITHOUT LIMITATION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., (VI) ANY BULK SALES OR SIMILAR LAW, (VII) ANY TAX STATUTES OR ORDINANCES INCLUDING, WITHOUT LIMITATION, THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND (VIII) ANY PRODUCTS LIABILITY OR SIMILAR CLAIMS WHETHER PURSUANT TO ANY STATE OR ANY FEDERAL LAWS OR OTHERWISE.

8. THE RECITATION, IN THE IMMEDIATELY PRECEDING PARAGRAPH OF THIS SALE ORDER, OF SPECIFIC AGREEMENTS, PLANS OR STATUTES IS NOT INTENDED, AND SHALL NOT BE CONSTRUED, TO LIMIT THE GENERALITY OF THE CATEGORIES OF LIABILITIES, DEBTS OR OBLIGATIONS REFERRED TO THEREIN.

9. EXCEPT AS PROVIDED IN THE ASSET PURCHASE AGREEMENT, NO PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION, ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY, DEPARTMENT OR INSTRUMENTALITY, SHALL ASSERT AGAINST THE PURCHASER OR ITS SUCCESSORS IN INTEREST ANY LIABILITY, DEBT OR OBLIGATION RELATING TO

OR ARISING FROM THE OPERATION OF ANY DEBTOR'S ASSETS OR ANY LIABILITIES CALCULABLE BY REFERENCE TO ANY DEBTOR OR ITS ASSETS OR OPERATIONS, AND ALL PERSONS AND ENTITIES ARE HEREBY ENJOINED FROM ASSERTING ANY SUCH LIABILITIES, DEBTS OR OBLIGATIONS AGAINST THE PURCHASER.

10. On the date of the closing of the Asset Purchase Agreement (the "Closing Date"), each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens on or Claims, if any, against the Assets being transferred pursuant to such Asset Purchase Agreement as such Liens or Claims may have been recorded or may otherwise exist, provided that the failure of any such creditor to comply with the provisions of this paragraph 10 shall in no way limit the release, discharge and termination of any such Lien on or Claim against the Assets as otherwise provided by this Sale Order.

11. As to the Asset Purchase Agreement and the Assets transferred thereby, this Sale Order (a) is and shall be effective as a determination that, on the Closing Date, all Liens existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described in decretal paragraph 5 hereof have been effected, and (b) is and shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or

otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to such Assets.

12. Each and every federal, state, and local governmental agency or department hereby is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchaser Agreement.

13. If any person or entity that has filed documents or agreements evidencing Liens on or interests in Assets being transferred pursuant to the Asset Purchase Agreement shall not have delivered to the Debtors prior to the Closing Date under such Asset Purchase Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens or other interests which the person or entity has with respect to such Assets, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to such Assets.

14. All entities who are presently, or on the Closing Date under the Asset Purchase Agreement may be, in possession of some or all of the Assets subject to such Asset Purchase Agreement, are hereby directed to surrender possession of said Assets to the Purchaser on the Closing Date.

15. On the Closing Date the net proceeds of the Purchase Price (as defined in the Asset Purchase Agreement) shall be paid to Foothill Capital Corporation ("Foothill") in its capacity as the Agent for certain lenders under certain pre-petition and post-petition credit facilities entered into with the Debtors. The net proceeds of the Purchase Price shall be applied by Foothill, as of the date of Foothill's receipt of such proceeds, subject to prior orders of this

Court but subject to the reservation of the right to object to the allocation of these payments by the Committee and the Bondholders' Committee.

16. As of the Closing Date under the Asset Purchase Agreement, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the transactions contemplated by the Asset Purchase Agreement.

17. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and any agreements executed in connection therewith, (ii) to compel delivery of the Assets to the Purchaser, (iii) to resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein, and (iv) to interpret, implement and enforce the provisions of this Sale Order.

18. Nothing contained in any plan of reorganization (or liquidation) confirmed in any of these cases or the order of confirmation confirming any such plan of reorganization (or liquidation) shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order.

19. The Purchaser is a purchaser in good faith of the Assets being transferred to it, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

20. In the absence of a stay pending appeal, if the Purchaser elects to close under the Asset Purchase Agreement at any time after entry of this Sale Order, then the Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code if this Sale Order or any authorization contained herein is reversed or modified on appeal.

21. The terms and provisions of the Asset Purchase Agreement, together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates and creditors, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including but not limited to all persons asserting a claim against or interest in the Debtors' estates or any of the Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee for any Debtor under any chapter of title 11 of the United States Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

22. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the efficiency of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

23. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material.

24. In accordance with section 1146(c) of the Bankruptcy Code, the transfers of the Assets to the Purchaser are not subject to taxation under any state or local law imposition a stamp, transfer or similar tax.

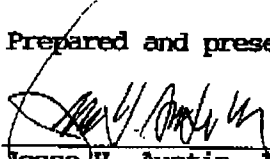
25. As provided by Bankruptcy Rule 7062, this Sale Order shall be effective and enforceable immediately upon entry.

26. The transfer of the Assets does not and will not subject the Purchaser to any liability for claims against any Debtor by reason of such transfer under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions.

Dated: Newnan, Georgia  
December 17, 1997

  
\_\_\_\_\_  
United States Bankruptcy Judge

Prepared and presented by:

  
\_\_\_\_\_  
Jesse H. Austin, III  
Counsel for Foothill Capital  
Corporation



**Exhibit A**  
**(Asset Purchase Agreement)**

ATLANTA511152.1

**TRADEMARK**  
**REEL: 003670 FRAME: 0507**

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 17<sup>th</sup> day of December, 1997 by and among FF ACQUISITION CORP., a Delaware corporation ("Purchaser"), and SPORTS GROUP, INC., a Delaware corporation ("SGI") and RDM HOLDINGS, INC., a Delaware corporation ("RHI") (collectively referred to herein as "Seller").

**RECITALS:**

WHEREAS, Seller occupies a facility located at 309 Williamson Ave., Opelika, Alabama, including the manufacturing facility, service facility, and storage or warehouse buildings thereon (collectively, the "Premises");

WHEREAS, Seller filed a petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") styled In re RDM Sports Group, Inc., RDM Holdings, Inc., f/k/a/ Roadmaster Corporation, Sports Group, Inc., International Sports and Fitness, Inc., Diversified Trucking Corp., Diversified Products Corporation, Hutch Sports USA Inc., Willow Hosiery Company, Inc., and T.Q., Inc., Chapter 11 Case Nos. 97-12788 through 97-12796, Jointly Administered Under Case No. 97-12788 (the "Bankruptcy Case") in the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division (the "Bankruptcy Court"); and

WHEREAS, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, certain of the assets of Seller located at the Premises, subject to the approval of the Bankruptcy Court as provided in Section 11.1 hereof, and upon the other terms and conditions set forth herein;

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 **Terms Defined.** When used in this Agreement, the following terms shall have the meaning set forth below:

"Agreement" shall mean this Asset Purchase Agreement, including all Schedules hereto.

REGISTERED U.S. TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>
AIR GOMETER AND DESIGN	1,540,673
BANDIDIO	1,188,766
BIONX	1,654,975
BODY STRIDER	2,087,697
CONCOURSE	1,823,851
DOOR THING	1,836,292
DP FIT FOR LIFE SUPERTRIMMER	1,251,219
DP FIT FOR LIFE AND DESIGN	1,278,053
DP FIT FOR LIFE AND DESIGN	1,278,109
DP FIT FOR LIFE AND DESIGN	1,296,427
DP BODYTONE FIT FOR LIFE AND DESIGN	1,320,916
DP FIT FOR LIFE AND DESIGN	1,330,467
DP AND DESIGN	1,101,591
EAGLE	1,190,101
FIRMFLEX	1,867,103
ON DECK	1,840,026
ORBATRON	1,716,015
ORBATRON	0,760,846
POSITRAC	1,991,695
PRIME FIT	1,774,323
STEP UP	1,668,630
STRIDER	1,444,280
SUPERTRON	1,196,634